

AFFINITY AGREEMENT

This Agreement is entered into as of this 26th day of September, 2000 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and the American Veterinary Medical Association, a professional not-for-profit association having its principal place of business in Schaumburg, Illinois, ("AVMA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program under this Agreement and pursuant to the affinity program in effect between the parties prior to this Agreement.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, and debit card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format mutually agreed to by MBNA America and AVMA) containing names, postal addresses segmented by zip codes and reasonably selected membership characteristics mutually agreed to by MBNA and AVMA.
- (f) "Member" means a member or student member of AVMA.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, used or acquired by AVMA during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF AVMA

(a) AVMA agrees that during the term of this Agreement it will support the Program exclusively in accordance with the provisions of this Agreement and that AVMA will not by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, or market, or prior to one hundred eighty (180) days before the expiration of the Agreement solicit proposals for programs offering or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, AVMA may accept print advertising from any financial institution provided that the advertisement does not contain an express endorsement by AVMA of said financial institution or the advertised Financial Service Product.

(b) AVMA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program. Proprietary information and reasonability will be decided by AVMA.

(c) AVMA authorizes MBNA America to solicit its Members by mail, direct promotion (e.g., a booth at the AVMA convention), and advertisements. AVMA agrees that MBNA America can conduct at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the agreement. MBNA America may not market the Program through telemarketing calls initiated by MBNA America or its agents; telemarketing will be restricted to calls made by AVMA Members to MBNA America in response to other marketing efforts under the Program.

(d) AVMA shall have the right of prior approval of all Program advertising, promotion and solicitation materials to be used by MBNA America (including, but not limited to telemarketing scripts), which contain AVMA's Trademarks or mention AVMA, such approval not to be unreasonably withheld or delayed. In the event that AVMA changes, replaces or modifies the Trademarks, AVMA agrees that it shall not request or require MBNA America to reissue outstanding cards or to destroy existing plastics inventory and agrees that MBNA America may continue to issue cards that bear the old Trademarks until MBNA America's existing plastics inventory is depleted. Thereafter, MBNA America agrees to reissue cards (upon their expiration date) using the new Trademarks and to use the new Trademarks for new cards.

(e) Upon the request of MBNA America, AVMA shall provide MBNA America with a maximum of three (3) Mailing Lists per year free of any charge. AVMA shall provide the initial Mailing List, containing at least sixty thousand (60,000) non-duplicate professional names and a complete list of student names with corresponding valid postal addresses to the best of AVMA's ability as soon as possible, but no later than thirty (30) days after AVMA's execution of this Agreement.

(f) AVMA shall provide information to or otherwise communicate with Members or potential Members about the Program only with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to AVMA. Notwithstanding the above, AVMA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to AVMA. Any correspondence received by AVMA that is intended on its face for MBNA America (e.g., applications, payments, billing inquiries) shall be forwarded to the MBNA America account executive within 72 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) AVMA hereby grants MBNA America and its affiliates a limited, non-assignable license to use the Trademarks solely in conjunction with the Program, including the promotion thereof, but subject in all respects to the terms and conditions of this Agreement. In no event shall this license authorize or permit the use of the Trademarks except for the limited purpose of implementing and operating the Program. MBNA America acknowledges and agrees that the foregoing license shall not be construed as the grant of any right, title or interest in the Trademarks (except the limited right to use the Trademarks as aforesaid in connection with the Program) and that the Trademarks are the sole and exclusive property of AVMA. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. AVMA shall provide MBNA America all Trademark production materials (e.g., camera ready art) reasonably required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after AVMA's execution of this Agreement. Nothing stated in this Agreement prohibits AVMA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the AVMA, which shall not be unreasonably withheld; provided however, that MBNA America may assign or transfer, without consent, its rights and/or obligations under this Agreement (i) to any individual, corporation or other entity (other than a MBNA Affiliate as defined below) pursuant to a merger, consolidation or sale of all or substantially all of the assets of MBNA America provided that such successor entity has substantially similar customer satisfaction standards as MBNA America, or (ii) to any subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA America Affiliate") which can fully perform the obligations of MBNA America to the extent assigned or transferred to such MBNA Affiliate.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members subject to AVMA approval as specified in this Agreement and in accordance with all applicable requirements of law.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program subject to AVMA's prior written approval as specified in Section 2(d) of this Agreement. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of AVMA.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of AVMA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of AVMA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by AVMA, or solicit AVMA members in a manner that implies an endorsement by AVMA.
- (f) MBNA America agrees, during the term of this Agreement, and for one year after ending this agreement, not to solicit, using the Program's list of Customers, the Customers for any other MBNA financial service products; provided however, MBNA America may solicit any Customer whose name is obtained through any other source other than AVMA..

4. REPRESENTATIONS AND WARRANTIES

- (a) AVMA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing in the jurisdiction of its organization and in each other jurisdiction in which its operations or ownership of property require such qualification (other than such other jurisdictions, if any, in which the failure to be so qualified would not result in a material adverse effect on its business, properties, operations or financial condition).
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) AVMA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. AVMA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual out-of-pocket third party costs in connection therewith, arising from the Trademark license granted herein, other than liabilities, causes of action and claims arising from the negligence or willful misconduct of MBNA America or from MBNA America's breach of its obligations hereunder. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

(c) MBNA America and AVMA will each hold the other, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action and claims arising out of or in connection with (i) the failure of such party to comply with the terms and conditions of this Agreement, (ii) the intentional or negligent acts or omissions of such party or of its directors, officers, agents, employees, affiliates, successors and assigns in the performance of its duties and obligations hereunder, and (iii) the failure by such party to comply with its obligations hereunder, and the failure of such party to comply with, any and all laws, rules or regulations applicable to it, including, in the case of MBNA America, without limitation any federal, state or local laws, rules or regulations governing consumer credit or consumer protection that are applicable to MBNA America or the Program, the Financial Service Products offered thereunder or the Program documents.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to AVMA in accordance with Schedule B. After termination of this Agreement, MBNA America shall not pay any Royalties except for Royalties accrued up to the date of termination and not yet paid. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide AVMA with a statement showing the number of Credit Card Accounts opened, the number of such accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions) made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

Until the first anniversary of the Effective Date of the Agreement, MBNA America agrees that it will not increase the annual percentage rate on all or a substantial number of existing Credit Card Accounts (other than Credit Card Accounts for "Student Customers" as defined in Schedule A) under the Program above 12.90% unless based on individual account performance or individual cardholder credit worthiness, as either is determined by MBNA America in accordance with its general underwriting and account performance standards in the ordinary course of its business. During the remainder of the initial term of this Agreement, MBNA America agrees that the annual percentage rate for Credit Card Accounts (other than Credit Card Accounts for "Student Customers" as defined in Schedule A) under the Program will be the same as the rate generally offered by MBNA America to preferred professional groups unless based on individual account performance or individual cardholder credit worthiness, as either is determined by MBNA America in accordance with its general underwriting and account performance standards in the ordinary course of its business

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and AVMA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and such disclosure does not violate applicable law and provided that the party disclosing Information pursuant to this subsection (i) remains responsible for maintaining the confidentiality of such Information notwithstanding such disclosure and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on January 31, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew during the final one hundred eighty (180) days of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or AVMA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or AVMA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement (whether pursuant to Section 8, Section 10(a) or (b), Section 11(j) or otherwise), MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right of prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by AVMA to the Members, such approval not to be unreasonably withheld. Upon termination of this Agreement, AVMA shall not attempt to cause the removal of AVMA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

11. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 5 (but only with respect to the payment of Royalties accrued up to the effective date of termination of this Agreement and not yet paid), 7, 10(c), 10(d) and Schedule B (but only with respect to the payment of Royalties accrued up to the effective date of termination of this Agreement and not yet paid) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:
- (1) If to AVMA:
American Veterinary Medical Association
1931 N. Meacham Road, Suite 100
Schaumburg, Illinois 60173

ATTENTION: Dr. Bruce W. Little
Executive Vice President
Fax: (847) 925-1329
- (2) If to MBNA America:
MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19713

ATTENTION: William P. Morrison,
Director of National Sales
Fax: (312)-640-5110

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, but not limited to, the prior affinity agreement between AVMA and MBNA America. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement; provided however, that MBNA America shall remain responsible for performance of all its obligations under this Agreement.

(h) MBNA America and AVMA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than AVMA and MBNA America, their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein (other than obligations for the payment of money) to the extent such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence; provided, however, that if such delay or failure continues for ninety (90) or more days, the other party may terminate this Agreement upon five (5) days written notice (in which case the provisions of Sections 10(c) and 10(d) shall apply).

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

AMERICAN VETERINARY
MEDICAL ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Bruce W. Little
Name: BRUCE W. LITTLE, DVM
Title: EXECUTIVE VICE PRESIDENT
Date: September 26, 2000

By: Scott A. Hudson
Name: SCOTT A. HUDSON
Title: SEVP
Date: October 18, 2000

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program's terms and features (but in no event in a manner or with a result inconsistent with Section 6 of this Agreement), and (ii) the applicable agreement entered into between MBNA America and each Customer:

CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Customers other than Student Customers will be a fixed rate of 12.90%. The current annual percentage rate for Student Customers will be a fixed rate of 14.99%. "Student Customer" means a Customer who is identified by AVMA or the Customer as a student Member of AVMA.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement as specified in Section 5 of this Agreement, MBNA America will pay AVMA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for AVMA employees under the Program, ~~and will not pay compensation for such designated accounts.~~ All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

*San
Bent*

CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which:
1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

GOLD OPTION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 17th day of March, 2006 by and between American Veterinary Medical Association ("AVMA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AVMA and MBNA America are parties to an affinity agreement dated September 26, 2000, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AVMA; and

WHEREAS, AVMA and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option"): (i) as a financial service provided by MBNA America; and (ii) as another part of AVMA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, AVMA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that Gold Option (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option, to some or all of the persons included on the lists provided by AVMA under the Agreement.
3. AVMA agrees to (i) support the Gold Option Program; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option. Subject to the foregoing, all of AVMA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.
4. During the term of the Agreement, AVMA will receive the royalties set forth on Attachment #1, Section II for Gold Option accounts opened pursuant to the Program. Gold Option compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts.
5. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
6. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

American Veterinary Medical Association

By:

Name: Bruce W. Little, DVM

Title: Executive Vice President

Date: March 17, 2006

MBNA America Bank, N.A.

By:

Name:

Title:

Date:

David Beard
EVP
4-10-06

Attachment #1

I. Gold Option Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

1. There is no annual fee.
2. Customers can request that checks be drawn upon a predetermined line of credit.
3. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4. Monthly payments may be tailored to Customers' needs.

II. Gold Option Royalties

1. \$5.00 (five dollars) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

PRACTICE FINANCE ADDENDUM

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 17th day of March, 2006, by and between American Veterinary Medical Association ("AVMA") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AVMA and MBNA America are parties to an affinity agreement, dated September 26, 2000, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AVMA; and

WHEREAS, AVMA and MBNA America mutually desire to amend the Agreement to include MBNA America's professional practice finance products ("Practice Finance Products"): (i) as financial services provided by MBNA America and (ii) as additional parts of the Program, MemberCard Program or Financial Service Program, as the case may be (the "Program") under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, AVMA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum
2. The parties agree that the Practice Finance Products are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion).
3. MBNA America may, at its option, offer the Practice Finance Products to some or all of the Members through all available marketing channels, including, but not limited to, direct mail, Internet, e-mail and exhibiting at the AVMA Annual Convention. MBNA America agrees to provide the following discounts to Members: (i) 50% reduction of the administration fee on all funded Member equipment, start-up and working capital financing transactions; and (ii) 50% reduction of the administration fee on all practice acquisition financing transactions.
4. AVMA authorizes MBNA to solicit its members through any additional marketing channels mutually agreed upon between MBNA and AVMA.
5. AVMA agrees to (i) support the Practice Finance Products; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to the Practice Finance Products. Subject to the foregoing, all of AVMA's promises arising from its exclusive arrangements with MBNA America in the Agreement shall equally apply to the Practice Finance Products.
6. During the term of the Agreement, AVMA will receive the royalties set forth on Attachment #1. Such compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Practice Finance Product accounts.
7. Upon termination or expiration of the Agreement, or any aspect of the Program, AVMA shall not take action to cause the removal of AVMA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon.

8. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, AVMA hereby grants to MBNA America a limited exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. AVMA represents and warrants that AVMA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum. This section survives termination or expiration of this Addendum.
9. MBNA America may utilize the services of a third party in fulfilling its obligations under the Agreement. Certain financial products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards and business lines of credit are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
11. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

AMERICAN VETERINARY MEDICAL
ASSOCIATION

By:

Name: Bruce W. Little, DVM

Title: Executive Vice President

Date: March 17, 2006

MBNA AMERICA BANK, N.A.

By:

Name: Charles Roche

Title: EVP

Date: 4/11/06

ATTACHMENT #1

I. Practice Finance Descriptions

Practice Finance Products include, but are not limited to, secured and unsecured loans to business professionals (e.g., doctors, lawyers and accountants).

II. Royalties

Royalties will be paid as a percentage of the initial amount funded under a completed application package that was first submitted to MBNA America by a Member as a result of marketing conducted pursuant to this Addendum ("Royalty Payment"). The following schedule outlines the business loan products and their respective Royalty Payment percentage calculation:

<u>Loan Product</u>	<u>Loan Type</u>	<u>Royalty Payment</u>
Relocation	Closed-end	0.20%
Expansion	Closed-end	0.20%
Start-up	Closed-end	0.20%
Acquisition	Closed-end	0.20%
Debt Consolidation	Closed-end	0.20%
Working Capital	Closed-end	0.20%
Equipment	Closed-end	0.20%
Commercial Real Estate	Closed-end	0.10%

Notwithstanding the above, any closed-end Practice Finance Product account whose loan proceeds are used, in whole or in part, to refinance an MBNA America or an MBNA America affiliate loan will not generate compensation.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 17th day of March, 2006 by and between American Veterinary Medical Association ("AVMA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AVMA and MBNA America are parties to an affinity agreement dated September 26, 2000, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AVMA; and

WHEREAS, AVMA and MBNA America mutually desire to extend the term of the Agreement and to include the following as programs and services as part of the Program (as such term is defined in the Agreement) as such Program may be adjusted or amended from time to time by MBNA America, in its sole discretion: loyalty reward credit cards, and business credit cards.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AVMA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on January 31, 2009. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Section 1 of the Agreement is hereby amended by adding the following new definitions:

"Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.

"Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. A "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by MBNA America from time to time, in its sole discretion.

4. Sections 1(d) and 1(e) of the Agreement are hereby amended in their entirety to read as follows:

(d) "Financial Service Product" means any credit card program, charge card program, installment loan program, revolving loan program, and travel and entertainment card program.

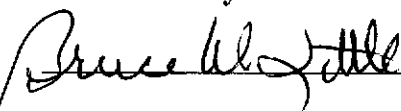
(e) "Mailing List" means an updated and current list and/or magnetic tape (in a format mutually agreed upon by MBNA America and AVMA) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

5. Schedule B of the Agreement is hereby amended by adding the new **Sections A-C** as set forth on Attachment #1:

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

American Veterinary Medical Association

By: 

Name: Bruce W. Little, DVM

Title: Executive Vice President

Date: March 17, 2006

MBNA America Bank, N.A.

By: 

Name: David B. Berra

Title: EVP

Date: 4.7.06

A. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

B. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Credit Card Accounts.

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

C. BUSINESS REWARD ACCOUNTS

Business Reward Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Reward Credit Card Accounts.

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).